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4 BILL NO. S-77-03- 04

5 SPECIAL ORDINANCE NO. S- 69-77

6 AN ORDINANCE approving a contract
7 with Hall Signs, Inc. for materials
8 for the Traffic Engineering Department.

9 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT
10 WAYNE, INDIANA:

11 SECTION 1. That the contract dated February 16, 1977,
12 between the City of Fort Wayne, by and through its Mayor and the
13 Board of Public Safety and Hall Signs, Inc., for:

14 1,000 ea 10 ft 2 lbs \$5,440.00

15 500 ea 12 ft 2 lbs 3,265.00

16 1,000 ea 12 ft 3 lbs 9,800.00

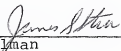
17 TOTAL: \$18,505.00

18 Less \$300.00 for
19 packaging 300.00

20 \$18,205.00

21 all as more particularly set forth on Civil City Purchase Order
22 No. 4-00315-i, which is on file in the Office of the Department
23 of Purchasing and is by reference incorporated herein, made a
24 part hereof and is hereby in all things ratified, confirmed and
25 approved.

26 SECTION 2. This Ordinance shall be in full force and
27 effect from and after its passage and approval by the Mayor.

28
29 
30 Councilman

31
32
33
34 APPROVED AS TO FORM
35 AND LEGALITY.


CITY CLERK

Read the first time in full and on motion by Stier, seconded by Hunter, and duly adopted, read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the day of _____, 1976, at _____ o'clock P.M., E.S.T.

DATE: 3-8-77

Charles W. Whittemore
CITY CLERK

Read the third time in full and on motion by Hinga, seconded by Stier, and duly adopted, placed on its passage.

PASSED (LAST) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	<u>8</u>	<u>0</u>		<u>1</u>	
BURNS	<u>✓</u>				
HINGA	<u>✓</u>				
HUNTER				<u>✓</u>	
MOSES	<u>✓</u>				
NUCKOLS	<u>✓</u>				
SCHMIDT, D.	<u>✓</u>				
SCHIMDT, V.	<u>✓</u>				
STIER	<u>✓</u>				
TALARICO	<u>✓</u>				

DATE: 3-22-77

Charles W. Whittemore
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION)

ORDINANCE (RESOLUTION) No. 2-69-77 on the 22nd day of March, 1976.

ATTEST: (SEAL)

Charles W. Whittemore
CITY CLERK

John Nuckols
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 23rd day of March, 1976, at the hour of 11:00 o'clock A M., E.S.T.

Charles W. Whittemore
CITY CLERK

Approved and signed by me this 24th day of March, 1976, at the hour of 1:30 o'clock _____ M., E.S.T.

Ralph E. Umberger
MAYOR

Bill No. S-77-03-04

REPORT OF THE COMMITTEE ON FINANCE

We, your Committee on Finance to whom was referred an Ordinance
approving a contract with Hall Signs, Inc., for materials for the
Traffic Engineering Department

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance Do PASS.

WILLIAM T. HINGA - CHAIRMAN

JAMES S. STIER - VICE CHAIRMAN

VIVIAN G. SCHMIDT

PAUL M. BURNS

FREDRICK HUNTER

William T. Hinga

James S. Stier

Vivian G. Schmidt

Paul M. Burns

DATE 3-22-77 CONCURRED IN
CHARLES W. WETTERMAN, CITY CLERK

Memorandum

To A. N. Hepler, Board of Public Safety Date Feb. 16, 1977
From Purchasing Department
Subject Bid Ref. #758 "U" Channel Sign Posts - Traffic Engineering

COPIES TO:

W. E. Stout

Enclosed you will find Bid Documents (Bid No. 758) relating to Purchase Order #4-00315 which is prepared favoring Hall Signs, Inc. for: "U" Channel Sign Posts - Low net price: \$18,205.00.

The following documents are attached in support of the recommendation for acceptance of Hall Signs, Inc.'s offer:

1. Copy of Tab Sheet
2. Copy of Mailing List
3. Copies of two Bids received
4. Copy of Purchase Order

Eleven (11) Vendors were mailed Invitations to Bid, one (1) was picked up as a result of the newspaper advertisement. Only two bids were received.

Reference Bid requested quotations on four (4) items. After review of the two bids received by W.E. Stout, Assistant and Traffic Engineer, has eliminated the purchasing of Item #4 (50 ea, 16 ft - 4 lb "U" Channel Sign Posts) due to the fact that this item as quoted is in excess of the departments anticipated cost for same. They plan to find other means of fabrication in lieu of purchasing Item #4.

The total for the first three (3) items from Hall Signs, Inc. is in the amount of \$18,505.00 - the total for these items from Associated Sign & Posts is in the amount of \$18,500.00. Hall's Bid included a \$300.00 deduction for the packaging of the posts in quantities of more than five (5) posts per bundle, therefore Hall's bid is low at \$18,205.00.

Hall Signs, Inc. furnishes "rib-back" posts whereas Associated Sign & Post furnishes the unsupported Channel sign posts. The "rib-back" posts provide more stability for permanent installation. It is recommended that the offering of Hall Signs, Inc. be accepted.

Please process all of the attached documents for Council approval. Please make sure that no confirming Purchase Order Number is communicated to Hall Signs, Inc. until evidence of approval by Council is furnished to the Purchasing Department.


Genevieve V. Ramer

Approved: 

A. C. Lord

Tabulation of Bid: Bid Reference No.: <u>758</u> Closing Date <u>February 8, 1977</u>	Item #1 1000 - 10 Ft. - 2 Lbs "U" Channel Sign Posts	Item #2 500 - 12 Ft. - 2 Lbs "U" Channel Sign Posts	Item #3 1000 - 12 Ft. - 3 Lbs "U" Channel Sign Posts	Item #4 50 - 16 Ft. - 4 "U" Channel Sign Posts
American Wholesalers P. O. Box 5463 Arlington, Texas 76011				
Armco Steel Corporation Marion Products Sales P. O. Box 15237 Cincinnati, Ohio 45215	<i>No Bid</i>	<i>No Bid</i>	<i>No Bid</i>	<i>No Bid</i>
Arrow Fence Company 318 Edgewood Avenue Fort Wayne, Indiana 46805				
<i>A/A Attached</i> <i>net - 30 days</i> Associated Sign and Posts, Inc. P. O. Box 2816 Muncie, Indiana 47302 <i>A/A completed Bid Surety - Comp.</i>	<i>\$5590.00</i> <i>30 days A.R.O. - net</i>	<i>\$3350.00</i> <i>Rebilled - Banks</i>	<i>\$9560.00</i>	<i>\$826.00</i> <i>Total \$9,326.00</i>
<i>A/A Attached</i> Hall Signs, Inc. 3000 West 3rd Street P. O. Box 149 Seymour, Indiana 47274 <i>net - 30 days</i>	<i>\$5440.00</i> <i>quality Rib - Back Channel</i>	<i>\$3,265.00</i>	<i>\$9,800.00</i>	<i>\$1,066.50</i> <i>Total \$19,571.50</i>
Hurrican Steel Industries P. O. Box 19128 Houston, Texas 77024				
Lyle Signs, Inc. 4450 West 78th Street Minneapolis, Minnesota 55435				
Stello Products, Inc. 840 West Hillside Street Spencer, Indiana 47460				

Tabulation of Bid:

Bid Reference No.: 758

Closing Date February 8, 1977

Item #1

1000 - 10 Ft. - 2 Lbs.

"U" Channel Sign Posts

Item #2

500 - 12 Ft. - 2 Lbs.

"U" Channel Sign
Posts

Item #3

1000 - 12 Ft. - 3 Lbs.

"U" Channel Sign Posts

Item #4

50 - 16 Ft. 4

"U" Channel Sign
Posts

Traffic Supply, Inc.
P. O. Box 82895
Oklahoma City, Oklahoma 73108

Vulcan Signs and Stampings, Inc.
P. O. Box 850
Foley, Alabama 36536

W. O. M. Sales, Inc.
515 East Main Street
Greenfield, Indiana 46140

Somers Equipment Company
5236 Elmwood Drive
Indianapolis, Indiana 46203

Bid Reference No. 758

Date February 8, 1977

Vendors Name & Address

Cards Mailed

Bids Picked Up

Bids Mailed

American Wholesalers
P. O. Box 5463
Arlington, Texas 76011

1-21-77

Armco Steel Corporation
Marion Products Sales
P. O. Box 15237
Cincinnati, Ohio 45215

11

Arrow Fence Company
318 Edgewood Avenue
Fort Wayne, Indiana 46805

11

Associated Sign and Post, Inc.
P. O. Box 2816
Muncie, Indiana 47302

11

Hall Signs, Inc.
3000 West 3rd Street
P. O. Box 149
Seymour, Indiana 47274

11

Hurricane Steel Industries
P. O. Box 19128
Hourston, Texas 77024

11

Lyle Signs, Inc.
4450 West 78th Street
Minneapolis, Minnesota 55435

11

Stello Products, Inc.
840 West Hillside Street
Spencer, Indiana 47460

11

Traffic Supply, Inc.
P. O. Box 82895
Oklahoma City, Oklahoma 73108

11

Vulcan Signs and Stampings, Inc.
P. O. Box 850
Foley, Alabama 36535

11

W. O. M. Sales, Inc.
515 East Main Street
Greenfield, Indiana 46140

11

FORM DP-3

APPROVED BY THE STATE BOARD
OF ACCOUNTS FOR THE CITY OF
FORT WAYNE 1965.

CITY OF FORT WAYNE

DEPARTMENT OF PURCHASES

NUMBER ONE EAST MAIN STREET

ROOM 470

FORT WAYNE, INDIANA 46802

MAIL ALL CORRESPONDENCE, CLAIM VOUCHERS ETC. TO:

Traffic Engineering Department

Room 340, City-County Bldg, One Main St.

Fort Wayne, Indiana 46802

1043

Hall Signs, Inc.

% Mr. Ed Scherer

P. O. Box 149

Seymour, Indiana 47274

DELIVER TO:

DEPARTMENT
OR DIVISIONTraffic Engineering Operations

1710 S. Lafayette St.

Port Wayne, Ind. 46803

ADDRESS

CASH DISCOUNT TERMS

% IF PAID WITHIN

DAYS FROM DELIVERY AND

ACCEPTANCE OF GOODS OR PERFORMANCE OF SERVICES.

(DEDUCTION FOR DISCOUNT SHOWN BELOW)

PURCHASE ORDER NUMBER

4- 00315 -i

DATE Feb. 16, 1977

REF. NO.

REQ. NO. 8-i

THE ABOVE INFORMATION MUST APPEAR ON
ALL INVOICES, BILLS OF LADING, DELIVERY
TICKETS, PACKAGES AND CORRESPONDENCE.
INVOICE IN DUPLICATE.

THIS PURCHASE ORDER ISSUED BY:

DEPT. DP

DATE

WANTED }

APPROPRIATION

AND FUND

NUMBER }

10-770-440-i

	QUANTITY ORDERED	UNIT	MATERIALS, SUPPLIES OR SERVICES		UNIT PRICE	AMOUNT
COMPLIANCE WITH THE DELIVERY DATE REQUESTED WILL A- VOID "FOLLOW UP" CORRESPONDENCE. NOTE ↓ READ INSTRUCTIONS ON THE BACK OF THIS ORDER THE CONTRACTOR OR VENDOR, BY ACCEPT- ING THIS ORDER, A- Grees TO THE GEN- ERAL CONDITIONS AND TERMS OF AGREEMENT ON THE BACK OF THIS ORDER. UNLESS OTHERWISE INDICATED THE PRICES SHOWN INCLUDE ALL CHARGES FOR DELIV- ERY, PACKING, ETC., NECESSARY TO COM- PLETE DELIVERY TO DESTINATION SPECI- FIED. UNLESS OTHERWISE INDICATED THE PRICES SHOWN DO NOT INCLUDE TAXES OF ANY KIND. EXEMPTION BLANKS WILL BE FURNISHED WHEN NECESSARY. IND. SALES TAX EXEMP. CERTIF. NO. 34508 IF THIS ORDER DOES NOT AGREE WITH YOUR QUOTATION, KINDLY RETURN IT WITH AN EXPLANATION.			<u>TAX EXEMPT</u> (UNLESS OTHERWISE INDICATED)			
			<u>"U" Channel Sign Posts - "Rib-bak"</u>			
			<u>Length</u>	<u>Weight - lbs. per foot</u>		
	1,000	ea	10 ft	2 lbs.	5.44	5,440.00
	500	ea	12 ft	2 lbs.	6.53	3,265.00
	1,000	ea	12 ft	3 lbs.	9.80	9,800.00
			Total			\$18,505.00
			Less \$300.00 for packaging			300.00
			Total			\$18,205.00
			Per Bid Reference #758			
			Delivery: 59-79 days ARO			
			Terms: Net 30			
			SUBJECT TO COUNCILMANIC APPROVAL			
			JEK/cvr			

I HEREBY CERTIFY THAT THE COST OF THE ABOVE PURCHASE IS FULLY COV-
ERED BY UNENCUMBERED BALANCES IN THE ABOVE FUNDS AND THAT THE
EXPENDITURE THEREFOR HAS BEEN DULY AUTHORIZED AND APPROPRIATED.I HEREBY CERTIFY UPON MY OWN PERSONAL KNOWLEDGE THAT THIS ORDER
IS AUTHORIZED BY A PROPERLY EXECUTED AND APPROVED REQUISITION ON
FILE IN THIS OFFICE.

City Controller

Director of Purchases

Per

Per

CITY OF FORT WAYNE

DEPARTMENT OF PURCHASES

Number One Main St., Ft. Wayne, Ind. 46802

INVITATION

Quotations, subject to the conditions on the reverse hereof, are requested on the following list of materials, supplies, equipment or services, for the department as mentioned, with delivery to destination as shown below. Quotations shall include all charges for delivery, packing, etc. Address your reply as indicated below.

*Mail all replies and correspondence, etc., to Attn. of A.C. Lord - 423-7037

DEPARTMENT OF PURCHASES

Room 470, Number One Main St., Ft. Wayne, Ind. 46802

REQUIRED FOR DELIVERY TO:

Department
or Division Traffic Engineering

Room 340 - City County Building

Address One Main Street - Fort Wayne, Indiana 46802

RETURN ORIGINAL TO THE CITY - RETAIN DUPLICATE COPY FOR YOUR FILE

Closing
Time of Bid Tuesday - February 8, 1977 - 2:00 P.M.

TAXES: THE CITY IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS NO. 24688. PRICES SHOULD NOT INCLUDE THESE TAXES. See "Instructions to Bidders" No. 10 on reverse hereof for details.
TAX EXEMPT (Unless otherwise indicated)

Quantity	Unit	Materials, Supplies, Equipment or Services	Unit Price	Total Amount
		<u>Item #1</u>		
1000		10 Ft. - 2 Lbs. "U" Channel Sign Posts	5.44	5440.00
		<u>Item #2</u>		
500		12 Ft. - 2 Lbs. "U" Channel Sign Posts	6.53	3265.00
		<u>Item #3</u>		
1000		12 Ft. - 3 Lbs "U" Channel Sign Posts	9.83	9800.00
		<u>Item #4</u>		
50		16 Ft. - 4 Lbs "U" Channel Sign Posts	21.33	1066.50
		Specifications Attached		19,571.50
The enclosed Non-Collusion Affidavit and Proposal and Bid Surety Form must be properly completed and returned with your Bid.				
Each Bidder must submit a current written Affirmative Action Program with their Bid or have it on file with our E.E.O. Office for the current calendar year. NOTE: Forms attached must be completed in full, if not on file in E.E.O. Office				
Specify Which: On File <u> </u> Attached <u>X</u>				

Bid Bond required ☐ NO ☒ YES 5% of Bid Performance Bond ☐ NO ☒ YES
See instruction item No. 15 on reverse side hereof.

Terms % cash discount if paid within days from delivery and acceptance of goods or completion of services.

PROPOSAL OR BID

In compliance with the above invitation for bids and subject to all conditions thereof, the undersigned offers and agrees, if this bid be accepted within a reasonable time from date of closing, to furnish any or all of the items or render such services upon which prices are quoted, in accordance with the specifications applying and at the price not exceeding each item.

Delivery of any or all of the items or completion of services indicated shall be made within days from receipt of order.

IMPORTANT

As delivery may be a deciding factor in the award of an order, it is important that bidders furnish the information requested above.

BEN HARRIS

Full Name:

For B. H. Harris Title Sec-Treas.

Address 2000 W. Third - P.O. Box 213City Bloomington, IN 47401 Date 2/2/77

Traffic Sign Posts Continued

For furnishing during the period of the contract and at the prices indicated, the requirements of the commodities listed herein which may be required by the Traffic Engineering Department of the City from time to time. It is understood that the quantities are approximate only and in no way shall govern the amount required during the period of the contract.

DELIVERY AND CONTRACT PERIOD:

The commodity shall be delivered to the City as needed and ordered beginning on the date of the contract award and ending December 31, 1977. Each release for delivery shall be evidenced by a regular purchase order issued by or on behalf of the using department. Delivery of all items stated upon the purchase order shall be guaranteed to be completed within ninety (90) days after date of purchase order.

PRICING - INVOICING:

The bidder's prices shall include all delivery charges and be submitted in the bidders proposal section included herein. Invoices must be submitted to the using department together with the City's standard claim form for that department. Estimated requirement (12 months Basis).

BIDDERS PROPOSAL SECTION

<u>QUANTITY</u>	<u>LENGTH</u>	<u>TRAFFIC SIGN POSTS WEIGHT-LBS. PER FOOT</u>	<u>PRICE PER F.O.B. FORT WAYNE</u>	<u>TOTAL</u>
1,000 Quoting Rib-Bak	10 ft.	2 lbs.	5.64	5440.00
500 Quoting Rib-Bak	12 ft.	2 lbs.	6.53	3265.00
1,000 Quoting Rib-Bak	12 ft.	3 lbs.	9.80	9800.00
50	16 ft.	4 lbs.	21.33	1066.50
Total Bid				19,571.50

ALTERNATE PROPOSALS WILL BE CONSIDERED

Shipment 59-79 days after receipt of order.

Prices firm for 30 days.

Our Bid is based on furnishing all items.

Terms Net 30.

Prices firm for 30 days.

If more information needed or purchase order number available, please call toll free 1-800-457-8755.

If above can be bulk bundled instead of individually bundled 5 per bundle, deduct \$300.00 off total bid.

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA, }
 MONROE COUNTY } SS:

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale or contract.

Dr. L. Hall

Sec-Treas.

Bidder or Agent

For Hall Signs Inc.
 Firm or Corporation

Subscribed and sworn to before me this 2 day of February, 19 27

My Commission Expires

9-23-79

Sharon L. Schaefer

PROPOSAL:

In compliance with the foregoing invitation to bid and subject to all of the conditions thereof the undersigned offers and agrees, if this bid is accepted within a reasonable time from date of opening of bids, to enter into a contract in accordance with the prices stated herein.

The Legal Advertisement, General Conditions, Instructions to Bidders, Information for Bidders, Special Conditions, Specifications, and Plans applying form a part of this proposal.

This proposal is supported by the following bid surety as required by law and signatures affixed thereto constitute both a proposal and bid surety executed by the bidder.

BID SURETY (REQUIRED BY LAW):

BOND FORM: (USE THIS BOND FORM—NO ALTERNATE FORM OF BOND WILL BE CONSIDERED).

KNOW ALL MEN BY THESE PRESENTS, THAT we, the undersigned, are held and firmly bound unto the City of Fort Wayne, State of Indiana, in the sum of.....5% of bid.....

..... Dollars,
to be paid on demand to said City of Fort Wayne, its successors and assigns for which payment well and truly to be
made, we hereby bind ourselves, our heirs, successors, executors, and administrators, jointly and severally firmly by
these presents.

The condition of this obligation is such that if the bid or proposal attached hereto and made a part hereof and submitted to the within named division of the City of Fort Wayne or its duly constituted agent, is accepted and a contract awarded to the undersigned bidder and the said bidder shall within ten (10) days after notice of said award enter into a contract with the said City of Fort Wayne, State of Indiana, and shall secure the performance of the same by bond or otherwise as may be required to the satisfaction of the City of Fort Wayne, Indiana then this obligation shall be null and void; otherwise to be in full force and effect.

BID CHECK (ALTERNATE FORM OF SURETY):

Certified 51

If a corporate surety is furnished, it is necessary that a certificate authorizing the "attorney-in-fact" to sign the bond accompanying the same.

ATTENTION BIDDERS

Use This Form Only - DO NOT Substitute

Some other Form. (Use of any other

Form will disqualify your Bid.)

Dollars

Bank

same terms and conditions as set forth in the above bond.

SIGNATURES (BID SURETY AND PROPOSAL):

Witnessed by:

OTHER PARTIES INTERESTED IN THIS PROPOSAL

(See 14—Signatures under General Conditions, etc.)

List all Parties if Partnership

BIDDER
AND
PRINCIPAL

HALL SIGNS, INC.

Name of Bidder—Print or Type

By

Signature of Person Authorized to Sign

Title:

Sec-Treas.

3000 W. Third

Street Name and Number

Bloomington, IN 47401

City, State and Zip Code

Date _____

2/2/77

See Cover Letter

UNITED STATES FIDELITY & GUARANTY CO.

Name of Company — Print or Type

Inco

In the State of: Maryland

Address

City of Baltimore

By

Sign on this Line

Date _____

Feb 1, 1972

SURETY

GENERAL POWER OF ATTORNEY

No. 80881

Know all Men by these Presents:

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint **C. M. White, Scott P. Mahan, James P. Matthews and Paul V. White**

of the City of **Bloomington**, State of **Indiana**
its true and lawful attorneys in and for the State of **Indiana**

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever ~~done~~ anyone of the said **C. M. White and the said Scott P. Mahan and the said James P. Matthews and the said Paul V. White**

may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this **23rd** day of **January**, A. D. 19**70**

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed) **Karl H. Doerre**
Vice-President.

(SEAL) (Signed) **J. E. Dallam**
Assistant Secretary.

STATE OF MARYLAND, }
BALTIMORE CITY, } ss:

On this **23rd** day of **January**, A. D. 19**70**, before me personally came **Karl H. Doerre**, Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and **J. E. Dallam**, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they resided in the City of Baltimore, Maryland; that they, the said **Karl H. Doerre** and **J. E. Dallam** were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company.

My commission expires the first day in July, A. D. 19**70**....

(SEAL) (Signed) **Herbert J. Aull**
Notary Public.

STATE OF MARYLAND }
BALTIMORE CITY, } Set.

I, **Robert H. Bouse**, Clerk of the Superior Court of Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that **Herbert J. Aull**, Esquire, before whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgments, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verily believe the signature to be his genuine signature.

In Testimony Whereof, I hereto set my hand and affix the seal of the Superior Court of Baltimore City, the same being a Court of Record, this **23rd** day of **January**, A. D. 19**70**

(SEAL) (Signed) **Robert H. Bouse**

Clerk of the Superior Court of Baltimore City.

CITY OF FORT WAYNE

DEPARTMENT OF PURCHASES

Number One Main St., Ft. Wayne, Ind. 46802

INVITATION

Quotations, subject to the conditions on the reverse hereof, are requested on the following list of materials, supplies, equipment or services, for the department as mentioned, with delivery to destination as shown below. Quotations shall include all charges for delivery, packing, etc. Address your reply as indicated below.

*Mail all replies and correspondence, etc. to Attn. of A.C. Lord - 423-7037

DEPARTMENT OF PURCHASES

Room 470, Number One Main St., Ft. Wayne, Ind. 46802

REQUIRED FOR DELIVERY TO:

Department Traffic Engineering
or Division

Room 340 - City County BuildingAddress One Main Street - Fort Wayne, Indiana 46802

RETURN ORIGINAL TO THE CITY—RETAIN DUPLICATE COPY FOR YOUR FILE

Closing

Time of Bids Tuesday - February 8, 1977 - 2:00 P.M.

TAKES: THE CITY IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS NO. 34508. PRICES SHOULD NOT INCLUDE THESE TAXES. See "Instructions to Bidders" No. 10 on reverse hereof for details.

TAX EXEMPT (Unless otherwise indicated)

Page 1 of 9Ref. No. 758Date January 20, 1977

Date wanted _____

Fund 10-770-440-i

Appropriation No. _____

Quantity	Unit	Materials, Supplies, Equipment or Services	Unit Price	Total Amount
1000		Item #1 10 Ft. - 2 Lbs. "U" Channel Sign Posts	5.59	\$5,590.00
500		Item #2 12 Ft. - 2 Lbs. "U" Channel Sign Posts	6.70	3,350.00
1000		Item #3 12 Ft. - 3 Lbs "U" Channel Sign Posts	9.56	9560.00
50		Item #4 16 Ft. - 4 Lbs "U: Channel Sign Posts	16.52	826.00
Specifications Attached				
The enclosed Non-Collusion Affidavit and Proposal and Bid Surety Form must be properly completed and returned with your Bid.				
These post are not rib back- they are FRANKLIN STEEL POSTS				
Each Bidder must submit a current written Affirmative Action Program with their Bid or have it on file with our E.E.O. Office for the current calendar year. NOTE: Forms attached must be completed in full, if not on file in E.E.O. Office				
Specify Which: On File _____ Attached <u>x</u>				
				\$19,326.00

Bid Bond required ☐ Yes 5% of Bid Performance Bond ☐ Yes
See instruction item No. 10 on reverse side hereof.

Terms nil % cash discount if paid within _____ days from delivery and acceptance of goods or completion of services.

PROPOSAL OR BID

In compliance with the above invitation for bids and subject to all conditions thereof, the undersigned offers and agrees, if this bid be accepted within a reasonable time from date of closing, to furnish any or all of the items or render such services upon which prices are quoted, in accordance with the specifications appearing and at the price set opposite each item.

Delivery of any or all of the items or completion of services indicated shall be made within 30 days from receipt of order.

IMPORTANT

As delivery may be a deciding factor in the award of an order, it is important that bidders furnish the information requested above.

Sign Here:

Associated Sign & Post Co.

For Not here Name of Company President

Address 3604 Westview Blvd.City Muncie, In. 47302

2-2-77

OFFICE OF CITY TRAFFIC ENGINEER

FORT WAYNE, INDIANA

SPECIFICATIONS FOR TRAFFIC SIGN POSTSDESCRIPTION:

Posts, as designated herein, are metal posts, galvanized finish, without anchor plates (unless specified), and intended to be used as supports for signs.

REQUIREMENTS:

1. Material

Posts shall be of either open hearth or bessemer steel, rolled from new billets or standard tee-rails, with a minimum tensile strength of 80,000 psi.

2. Section.

Posts shall be of a uniform, modified, flanged channel or "U" section such that the area of contact between the post and sign is symmetrical with the vertical axis of both sign and post. The back side of each sign post shall be formed in such manner so as to facilitate a back to back mounting. In any case, the bearing surface on the back of the post shall be flat. If a rib-back post is to be supplied the bearing surface is the rib and must be flat with added ribs, one on each channel flange.

The minimum dimensions of sign posts shall be as follows:

<u>Weight Per Ft.</u>	<u>Width of Flange Face</u>	<u>Width at Back</u>	<u>Depth from face of Flange to top of the back</u>
2 lb.	3 1/16 inches	1 1/16 inches	1 3/8 inches
3 lb.	3 1/2 inches	1 1/4 inches	1 5/8 inches
4 lb.	3 1/2 inches	1 17/64 inches	1 5/8 inches

3. Weight

The minimum weight of each post, before holes are punched, shall be 2.0, 3.0 or 4.0 pounds per foot, as specified, for sign posts. There may be a weight tolerance of + 3.5%.

4. Length

The length shall be from 7 to 20 ft. as specified, with a length tolerance of one inch.

Traffic Sign Posts - Cont'd.

5. Punching.

Sign posts shall be punched with fifty-eight 3/8 inch holes on the centerline, spaced on 1 inch centers beginning 1 inch from the top, and the remaining length of the post shall be punched with 3/8 inch holes on 2 inch centers.

6. Fabrication.

The finished posts shall be straight and have a smooth uniform finish, free from cracks, flaws, injurious seams, laps, blisters, ragged sharp and imperfect edges or other defects affecting their strength, durability or appearance. Bolt holes of the diameter specified shall be accurately spaced vertically and center horizontally, so that holes will register for back to back application. All holes, cut off ends shall be free from burr.

7. Finish.

The finish shall be galvanized as specified.

7 (a) Galvanized Finish.

Galvanizing shall conform with ASTM specification A123. It shall be the final process after all fabrication and punching has been completed. The zinc coating shall withstand a minimum of 8 one minute dips in the standard prece solution (AASHTO designation T66.)

8. Packaging.

POSTS SHALL BE SECURELY WIRED OR STRAPPED IN BUNDLES CONTAINING 5 POSTS. The posts shall be nested and fastened in such a manner that they will not slip in shipping to prevent the bundles from rubbing against each other and causing damage. Excessive damage to the finish in shipping will cause for rejection of the damaged posts.

9. Samples and Tests.

A sample for testing, consisting of 1 post, complete with attached anchor plate if specified, shall be submitted for each 500 posts, or fraction thereof in any shipment.

When tested in its weakest position as a simple beam on supports 24 inches apart, a 2 pounds per foot post less than 9 feet in length shall sustain a load of 1000 pounds at the center of the span, and a post 9 feet or more in length shall sustain a load of 1,500 pounds applied at the center of the span with a deflection at that point, in either case, of not to exceed 0.16 inch. One minute after removal of the applied load, the deflection of the span shall not exceed 0.1 inch when tested in its weakest position as a simple beam on supports 24 inches apart, the posts, according to size, shall sustain a load applied at the center of the span, as follows:

Traffic Sign Posts Cont'd

Posts	3.0 lbs./ft.	2000 lbs.
Posts	4.0 lbs./ft.	3000 lbs.

with a load applied, the deflection at that point shall not exceed .16 inches. One minute after removal of the applied load, the deflection shall not exceed 0.10 inches.

A certified inspection report may be required, at the option of the Engineer, in lieu of prescribed tests.

The City of Fort Wayne, and the office of City Traffic Engineer shall not be held to ordering the maximum amounts in the estimated needs, nor shall they be held to ordering ALL items specified per the Legal Notice pertaining thereto.

OPTIONAL RENEWAL

By mutual agreement between the City and the Contractor, the Contract period may be extended for an additional period not to exceed (1) One year. However, the agreement to extend must be completed in writing not less than (15) fifteen days prior to January 1st, 1978. The contract may be extended only at the same price and under the same conditions governing the original contract. Estimated requirements for the optional renewal period herein are estimated to approximate the estimated quantities set forth in the initial contract period; however, as provided above, the estimated amount shall in no way govern the amount required during any optional renewal period.

Traffic Sign Posts Continued

For furnishing during the period of the contract and at the prices indicated, the requirements of the commodities listed herein which may be required by the Traffic Engineering Department of the City from time to time. It is understood that the quantities are approximate only and in no way shall govern the amount required during the period of the contract.

DELIVERY AND CONTRACT PERIOD:

The commodity shall be delivered to the City as needed and ordered beginning on the date of the contract award and ending December 31, 1977. Each release for delivery shall be evidenced by a regular purchase order issued by or on behalf of the using department. Delivery of all items stated upon the purchase order shall be guaranteed to be completed within ninety (90) days after date of purchase order.

PRICING - INVOICING:

The bidder's prices shall include all delivery charges and be submitted in the bidders proposal section included herein. Invoices must be submitted to the using department together with the City's standard claim form for that department. Estimated requirement (12 months Basis).

BIDDERS PROPOSAL SECTION

<u>QUANTITY</u>	<u>LENGTH</u>	<u>TRAFFIC SIGN POSTS</u>		<u>PRICE PER F.O.B. FORT WAYNE</u>	<u>TOTAL</u>
		<u>WEIGHT-LBS.</u>	<u>PER FOOT</u>		
1,000	10 ft.	2 lbs.		<u>5.59</u>	<u>5,590.00</u>
500	12 ft.	2 lbs.		<u>6.70</u>	<u>3,350.00</u>
1,000	12 ft.	3 lbs.		<u>9.56</u>	<u>9,560.00</u>
50	16 ft.	4 lbs.		<u>16.52</u>	<u>826.00</u>
				Total	19,326.00

ALTERNATE PROPOSALS WILL BE CONSIDERED

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA, }
_____Delaware____ COUNTY } SS:

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale or contract.

_____Bob Fisher, Pres._____
Bidder or Agent

For Associated Sign & Posts Co., Inc.
Firm or Corporation

Subscribed and sworn to before me this 2nd day of February, 1977

My Commission Expires

June 20, 1980

_____Allan W. Winkler_____
Notary Public

PROPOSAL AND BID SURETY FORM

PROPOSAL:

In compliance with the foregoing invitation to bid and subject to all of the conditions thereof the undersigned offers and agrees, if this bid is accepted within a reasonable time from date of opening of bids, to enter into a contract in accordance with the prices stated herein.

The Legal Advertisement, General Conditions, Instructions to Bidders, Information for Bidders, Special Conditions, Specifications, and Plans applying form a part of this proposal.

This proposal is supported by the following bid surety as required by law and signatures affixed thereto constitute both a proposal and bid surety executed by the bidder.

BID SURETY (REQUIRED BY LAW):

BOND FORM: (USE THIS BOND FORM—NO ALTERNATE FORM OF BOND WILL BE CONSIDERED).

KNOW ALL MEN BY THESE PRESENTS, THAT we, the undersigned, are held and firmly bound unto the City of Fort Wayne, State of Indiana, in the sum of Nine Hundred Sixty Six dollars and Thirty Cents (\$966.30) Dollars,

to be paid on demand to said City of Fort Wayne, its successors and assigns for which payment well and truly to be made, we hereby bind ourselves, our heirs, successors, executors, and administrators, jointly and severally firmly by these presents.

The condition of this obligation is such that if the bid or proposal attached hereto and made a part hereof and submitted to the within named division of the City of Fort Wayne or its duly constituted agent, is accepted and a contract awarded to the undersigned bidder and the said bidder shall within ten (10) days after notice of said award enter into a contract with the said City of Fort Wayne, State of Indiana, and shall secure the performance of the same by bond or otherwise as may be required to the satisfaction of the City of Fort Wayne, Indiana then this obligation shall be null and void; otherwise to be in full force and effect.

BID CHECK (ALTERNATE FORM OF SURETY):

If a corporate surety is furnished, it is necessary that a certificate authorizing the "attorney-in-fact" to sign the bond accompanying the same.

ATTENTION BIDDERS

Use This Form Only - DO NOT Substitute
Some other Form. (Use of any other
Form will disqualify your Bid.)

.....Dollars
..... Bank
..... same terms and conditions as set forth in the above bond.

SIGNATURES (BID SURETY AND PROPOSAL):

Witnessed by:

OTHER PARTIES INTERESTED IN
THIS PROPOSAL

(See 14—Signatures under General Conditions, etc.)

List all Parties if Partnership

BIDDER
AND
PRINCIPAL

Associated Sign & Post Co., Inc.

Name of Bidder—Print or Type

By

Signature of Person Authorized to Sign

Title

President

3604 Westview Blvd.

Street Name and Number

Muncie, Ind. 47302

City, State and Zip Code

Date

Feb. 2, 1977

See Cover Letter

American Employers Insurance Co.

Name of Company — Print or Type

Incorporated

In the State of: Massachusetts

Address: City of Boston

By

Sign on this Line

Date

Feb. 2, 1977

Witnessed by:

SURETY

American Employers Insurance Company
(Name of Insurance Company)

BID BOND

The American Institute of Architects,
A.I.A. Document No. A-310 February, 1970 Edition

KNOW ALL MEN BY THESE PRESENTS,

That we, Associated Sign & Post of Muncie, Ind.

_____ as Principal, hereinafter called the Principal, and

American Employers Insurance Company of Boston,

a corporation duly organized under the laws of the State of Massachusetts, with its Home Office in the City of

Boston, in the said State, as Surety, hereinafter called the Surety, are held and firmly bound unto _____

The City of Ft. Wayne of The State of Indiana

_____ as Obligor, hereinafter called the Obligor,

in the sum of Nine Hundred Sixty Six - - - -30/100 dollars (\$ 966.30),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Posts

NOW, THEREFORE, if the Obligor shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligor in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligor the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligor may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 2nd day of February A.D. 19 77.

Albert W. [Signature]
(Witness)

Albert W. [Signature]
(Witness)

Associated Sign & Post Company (SEAL)

Robert [Signature] (Principal) President

(Title)

American Employers Insurance Co.

(Surety)

By [Signature]
Attorney in fact

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the AMERICAN EMPLOYERS' INSURANCE COMPANY, a corporation duly organized and existing under the laws of the Commonwealth of Massachusetts, and having its principal office in the City of Boston, Mass., hath made, constituted and appointed, and does by these presents make and constitute and appoint

HARRISON H. DERRICK, PAUL W. DOWN, ROBERT L. STRATTON, DAVID M. GALLIHER, JOHN F. MCNERNEY, DENNIS SWACKHAMER and KAY HENDERSON all of Muncie, Indiana

and each of them its true and lawful Attorney-in-Fact, to make, execute, seal and deliver for and on its behalf as surety any and all bonds or undertakings required in amounts not exceeding FIVE HUNDRED THOUSAND and NO/100 (\$500,000.00) DOLLARS

and the execution of such bonds or undertakings in pursuance of these presents, shall be binding upon said Company as fully and amply, to all intents and purposes, as if such bonds were signed by the President, sealed with the corporate seal of the Company, and duly attested by its Secretary, hereby ratifying and confirming all the acts of said Attorney-in-Fact pursuant to the power herein given. This Power of Attorney is made and executed pursuant to and by authority of the following resolutions adopted by the Board of Directors of the AMERICAN EMPLOYERS' INSURANCE COMPANY at a meeting duly called and held on the Twenty-seventh day of July, 1972:

Resolved: That the President, or any Vice-President, or any Assistant Vice-President, may execute for and in behalf of the company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, the same to be attested when necessary and the seal of the company affixed thereto by the Secretary, or any Assistant Secretary; and that the President, or any Vice-President, or Assistant Vice-President, may appoint and authorize an Attorney-in-Fact to execute on behalf of the company any and all such instruments and affix the seal of the company thereto; and that the President, or any Vice-President, or any Assistant Vice-President, may at any time remove, any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That Attorneys-in-Fact may be given full power and authority to execute for and in the name and on behalf of the company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the company as if signed by the President and sealed and attested by the Secretary, and, further, Attorneys-in-Fact are hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and are also authorized and empowered to certify to a copy of any of the by-laws of the company as well as any resolution of the Directors having to do with the execution of bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and to certify copies of the Power of Attorney or with regard to the powers of any of the officers of the company or of Attorneys-in-Fact.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Directors of the AMERICAN EMPLOYERS' INSURANCE COMPANY at a meeting duly called and held on the Twenty-seventh day of July, 1972:

"Resolved: That the signature of the President, or any Vice-President, or any Assistant Vice-President, and the signature of the Secretary or any Assistant Secretary and the Company Seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Attorneys-in-Fact for purposes only of executing and attesting any bond, undertaking, recognition or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the company as the original signature of such officer and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, the AMERICAN EMPLOYERS' INSURANCE COMPANY, has caused these presents to be signed by its Vice-President and its corporate seal to be hereto affixed, duly attested by its Secretary this 14th day of April 19 76



Attest: J. Marshall Layden Secretary

AMERICAN EMPLOYERS' INSURANCE COMPANY

By John G. Thompson Vice-President

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF SUFFOLK SS.

On this 14th day of April 19 76, before me personally came John G. Thompson, Vice-President, and J. Marshall Layden, Secretary of the AMERICAN EMPLOYERS' INSURANCE COMPANY, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and sayeth, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the corporate seal of said Company and that the said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Company.



Julius Szentendry — Notary Public
(My Commission expires February 27, 1981)

CERTIFICATE

I, the undersigned, Assistant Secretary of the AMERICAN EMPLOYERS' INSURANCE COMPANY, a Massachusetts Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked; and furthermore, that The Resolutions of the Board of Directors set forth in the power of attorney are now in force.

Signed and sealed at the City of Boston. Dated this 19 day of



DIGEST SHEET

S 77-03-04

TITLE OF ORDINANCE Special Ordinance for approval of Bid Ref. No. 758 relating to P.O.4-00315DEPARTMENT REQUESTING ORDINANCE Board of SafetySYNOPSIS OF ORDINANCE Approval of Civil-City Purchase Order #4-00315 favoring HallSigns, Inc. for "U" Channel Sign Posts - Price \$18,205.00EFFECT OF PASSAGE purchase of "U" Channel Sign PostsEFFECT OF NON-PASSAGE inability to purchase said equipment.MONEY INVOLVED (Direct Costs, Expenditures, Savings) Cost: \$18,205.00ASSIGNED TO COMMITTEE (J.N.) Skinner

DATE SUBMITTED: _____